

**AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE UNITED NATIONS ORGANIZATION
CONCERNING
THE PROVISION OF SERVICES AND COMMODITIES
ON A REIMBURSABLE BASIS
IN SUPPORT OF
THE OPERATIONS OF THE
UNITED NATIONS ASSISTANCE MISSION
IN IRAQ**

PREAMBLE

The United States of America and the United Nations Organization, hereinafter referred to as the Parties,

On the part of the United States of America, as represented by the Department of Defense, acting under the authority of section 607 of the Foreign Assistance Act of 1961, as amended;

On the part of the United Nations Organization, as represented by the United Nations Assistance Mission in Iraq (UNAMI) in accordance with United Nations Financial Regulations and Rules and other relevant authority;

Noting United Nations Security Council Resolutions 1483, 1500, 1511, 1546 and other relevant resolutions and UN Secretary-General reports, relating to the operations of the United Nations Organization in Iraq, including the formation of UNAMI;

Noting Secretary of State Powell's letter of June 5, 2004, annexed to Security Council resolution 1546 (2004), to the President of the Security Council in which he indicated that the MNF is prepared to establish or support a force within the MNF to provide for the security of the United Nations personnel and facilities in Iraq;

Desiring to establish the terms and conditions for the provision of assistance by the Government of the United States of America at the request of the United Nations Organization in support of UNAMI, with all the costs for United Nations Organization requested assistance to be reimbursed to the Department of Defense of the United States of America by the United Nations Organization;

Have agreed as follows:

ARTICLE I

SCOPE OF PROVISION OF SUPPORT

1. In order to support the United Nations Organization in the operations of UNAMI, the Department of Defense of the United States of America may provide to UNAMI the following types of assistance, to the extent they are available and related to or in support of United Nations'- mandated activities in Iraq, on a reimbursable basis and in accordance with the terms of this Agreement:

- (a) Transportation services (ground, air, and sea);
- (b) Cargo handling;
- (c) Food, clothing, including organization and safety clothing, billeting, cleaning, and laundry services and other subsistence items and services;
- (d) Vehicles, equipment, and similar items, spare parts, maintenance and repair services, vehicle recovery, fuel , including aviation fuel, and petroleum supplies;
- (e) Operational supplies, equipment and services, including ammunition;
- (f) Facility construction and renovation, repair and maintenance services, and other base operation support;
- (g) Pest control, emergency response, including fire fighting, and waste collection services;
- (h) Medical (Levels 2 through 4) and dental services, including medevac support;
- (i) Explosive Ordnance Disposal services;
- (j) Morale, welfare and recreation services;
- (k) Communications services;
- (l) Training services (including access to MNF-I firing ranges);
- (m) Mortuary affairs
- (n) Other equipment, supplies and services as available.

2. The facilities, services, and support provided pursuant to this Agreement to UNAMI and its personnel shall be provided without distinction as to nationality of the authorized recipient of such facilities, support and services.

3. Unless otherwise agreed between the United States and the United Nations Organization, the quality of the facilities, services, and support provided to UNAMI, by the Department of Defense of the United States of America pursuant to this Agreement shall be of equal quality and caliber as that enjoyed by United States forces for similar facilities, services, and support.

ARTICLE II SUPPORT PROCEDURES AND REQUIREMENTS

1. Unless the written consent of the United States Government has first been obtained, the United Nations Organization and UNAMI shall not:

(a) permit any use of any assistance provided pursuant to this Agreement by anyone not an officer, employee, or agent of the United Nations Organization, including personnel of UNAMI;

(b) use or permit the use of any assistance provided pursuant to this Agreement for purposes other than to implement the operations of UNAMI under applicable United Nations Security Council resolutions and related communications of the President of the Security Council or other authorized missions of the United Nations; or

(c) transfer or permit any officer, employee, or agent of the United Nations Organization, including personnel of UNAMI, to transfer any assistance provided pursuant to this Agreement, by gift, sale, or otherwise.

2. The Parties agree that the authorized users of any assistance provided pursuant to this Agreement shall include all personnel assigned to UNAMI.

3. The United Nations Organization shall to the extent of its capability and consistent with the security arrangements provided for under UN Security Council Resolution 1546(2004) and the letter of the Secretary-General to the President of the Security Council dated September 21, 2004 (S/2004/764) and the letter of the President of the Security Council to the Secretary-General dated October 1, 2004 (S/2004/765), maintain the security of any assistance provided pursuant to this Agreement, and shall provide it substantially the same degree of security protection afforded by the United States Government.

4. The provision of assistance pursuant to this Agreement may be made subject to such additional terms and conditions as may be agreed to in individual implementing arrangements, executed in writing between the Parties under this Agreement.

5. The United States of America and United Nations Organization, including UNAMI, each waives all claims it may have (other than claims associated with reimbursement for facilities, services and support provided under this Agreement) against the other Party for damage to, or loss or destruction of its property or injury or death to its personnel arising out of activities of the personnel of the other Party pursuant to this Agreement. Claims of third parties filed against the United States of America or the United Nations Organization, including UNAMI, for damages or loss caused by their respective personnel arising from activities under

this agreement shall be resolved by the Party against which such claims are filed in accordance with that Party's applicable laws, rules, and regulations.

ARTICLE III IMPLEMENTATION

The Department of Defense of the United States of America shall implement this Agreement for the United States of America. UNAMI shall implement this Agreement for the United Nations Organization.

ARTICLE IV FINANCIAL ARRANGEMENTS

1. The assistance provided by the Department of Defense of the United States of America under this Agreement shall be fully reimbursed by the United Nations Organization. The cost to be reimbursed by the United Nations shall reflect the actual cost incurred by the Department of Defense of the United States of America providing such assistance, including direct and indirect costs.
2. The Department of Defense of the United States of America shall ensure that the cost-recovery methodology referred to in the previous paragraph is implemented in a transparent and reasonable manner.
3. Each implementing arrangement made pursuant to Article V of this Agreement shall specify the cost or rates for each element of the assistance to be provided under the implementing arrangement, or the basis of or mechanism for determining the cost or rates of each such element.
4. The Department of Defense of the United States of America shall submit to the United Nations written invoices for the assistance provided pursuant to this Agreement. The Parties understand that, wherever practicable, certain assistance will be invoiced at a per usage or per purchase basis. The Parties further agree that for assistance provided pursuant to this Agreement for which it would be impractical or not cost-effective to invoice on a per usage or per purchase basis will be invoiced at intervals agreed upon by the Parties in writing.
5. All invoices submitted to the United Nations shall contain details as to how the amount(s) invoiced was/were arrived at, and shall be accompanied by such information and documentation necessary for the United Nations to verify the amount(s) invoiced and the reasonableness of the amounts, including, but not limited to, copies of invoices to the United States of America from its suppliers or contractors, where applicable. The Department of Defense of the United States of America shall provide such additional information or documentation, as available, upon the request of the United Nations.
6. The Department of Defense of the United States of America shall provide to the United

Nations, at regular intervals and in a format to be agreed to by the Parties, consolidated written statements of account with regard to the assistance provided to the United Nations under this Agreement, including the costing thereof, and the reimbursements paid by the United Nations. The Department of Defense of the United States of America shall give sympathetic consideration to factually supported requests by the United Nations Organization for the Department of Defense of the United States of America to audit Department of Defense of the United States of America contractors that provide facilities, services, and support to the United Nations Organization in furtherance of this Agreement.

7. In the event the Department of Defense of the United States of America recovers funds from its contractors due to overcharging on contracts, the Department of Defense of the United States of America agrees to refund to the United Nations Organization the value of overcharges that were passed along to the United Nations Organization and for which the United Nations Organization reimbursed the Department of Defense of the United States of America in accordance with this Agreement.

8. The statements of accounts and other records relating to the assistance provided under this Agreement shall be maintained by the Department of Defense of the United States of America.

9. The United Nations shall pay the Department of Defense of the United States of America or its designee for all invoices submitted pursuant to this Article, in U.S. dollars within 90 days of receipt of each bill.

ARTICLE V

ORDERING AND RECEIPT OF EQUIPMENT, SUPPLIES, AND SERVICES

1. The provision of assistance under Article I of this Agreement shall be accomplished through written implementing arrangements between designated officials of UNAMI and the Department of Defense of the United States of America, which shall be consistent with and incorporate by reference the terms and conditions of this Agreement.

2. Such written implementing arrangements shall address, among other things, the provision of medical care (including the level of care to be provided in given circumstances), access to training ranges and other training facilities and cover the following:

- (a) Procedures for requesting support from the Department of Defense of the United States of America;
- (b) Procedures concerning the timing for review of requests for support;
- (c) Matters associated with the delivery of support;
- (d) Procedures for ensuring that the costs of support requested and provided are properly documented and accounted for; and

- (e) Such other matters as are necessary and reasonable for the smooth implementation of this Agreement.

3. UNAMI and the Department of Defense of the United States of America shall notify each other of their designated officials within 30 days of this Agreement's entry into force.

4. In the event of any conflict between the terms and conditions of this Agreement and any implementing arrangements made pursuant to this Agreement between UNAMI and the Department of Defense of the United States of America, the terms of this Agreement shall be controlling.

ARTICLE VI SETTLEMENT OF DISPUTES

1. Any dispute arising under this Agreement, or any implementing arrangements made pursuant to this Agreement, shall be resolved through consultations between the designated officials of the respective Parties named pursuant to paragraph 3 of Article V above.

2. If such consultations stipulated in paragraph 1 of this Article cannot resolve the dispute, at the request of either Party, each Party shall designate a senior official, and the senior officials so designated shall attempt to reach a settlement of the dispute through amicable consultations.

3. In the event that there is continued disagreement between the Parties, at the request of either Party, the consultations shall be continued through diplomatic channels. In no case shall any dispute be referred to a third party.

ARTICLE VII ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION

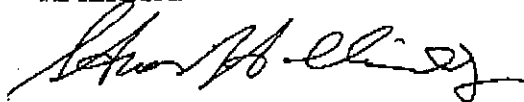
1. This Agreement shall enter into force upon signature and shall remain in force for a period of two years.

2. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon 90 days written notification to the other Party.

3. Notwithstanding the termination of this Agreement, the obligations of the Parties under any outstanding invoices made pursuant to this Agreement shall continue to apply until satisfied, unless otherwise agreed to in writing by the Parties.

DONE at New York, this 29th day of December, 2004, in duplicate.

FOR THE UNITED STATES OF
AMERICA:



FOR THE UNITED NATIONS
ORGANIZATION:

